



City of Westfield

City of Westfield Grand Junction Café Operator

Prepared by: The City of Westfield

Proprietary and confidential

R E Q U E S T F O R P R O P O S A L

PURPOSE OF THE REQUEST FOR PROPOSAL

The City of Westfield located in the State of Indiana and was established in 1834. The city occupies 7 square miles in central Hamilton County. Westfield offers its approximately 45,000 residents the quiet charm and character of a community that has been around for 177 years. Once an agricultural community, the City has been successful in attracting residential, industrial, manufacturing and retail development to the area.

The City's goal is to provide the highest level of customer service to all citizen's and visitors to the City's Grand Junction Plaza. The City understands the uniqueness of this site and the opportunity it offers the community. Given such the City strives to partner with an operator that will provide a unique, one of a kind experience, that fits with the Plaza and compliments the downtown restaurants.

The City is seeking proposals for the operation of the Grand Junction Plaza Café, that will bring the best menu of options to the GJP Café based on, but not limited to the following considerations.

- > The ability, capacity and skill of the vendor to provide a unique menu and services needed to operate the Cafe.
- > The proven ability of the provider to operate a functional business.
- > The recorded quality of the provider's performance, character, integrity, reputation, judgment, experience and efficiency.

This RFP is part of the **City** Strategic Sourcing program and is focused on identifying opportunities to reduce cost, increase quality and enhance the processes used to provide the highest level of Quality of Life in Westfield.

The City is seeking to identify and select a Proposer to perform the activities listed in the attached Scope of Services (Attachment 'A'). If a single Proposer cannot provide the expected uniqueness of experience or meet the expectations set forth in the scope of service, a combination of Proposers providing the best overall experience may be selected. The remainder of this document provides additional information that is necessary for the bidder to understand the scope of this request. We ask that the bidder adhere to supplying the specifications requested and doing so in the desired format.

TECHNICAL CONTACT

Any questions concerning technical specifications or Scope of Services (SOS) requirements must be directed to:

Name	Chris McConnell
Address	2728 East 171st Street Westfield, IN 46074-9544
Phone	317.372.1192
FAX	317.804.3010
Email	cmcconnell@westfield.in.gov

CONTRACTUAL CONTACT

Any questions regarding contractual terms and conditions or proposal format must be directed to:

Name	Chris McConnell
Address	2728 East 171 st Street Westfield, IN 46074-9544
Phone	317.372.1192
FAX	317.804.3010
Email	cmcconnell@westfield.in.gov

DUE DATES

A written confirmation of the Vendor's intent to respond to this RFP is required by XX.XX.22 and should be sent via email to Chris McConnell. A Mandatory Pre-bid meeting will be held for all bidders on XX.XX.2022 at 3:00pm and the Café in Grand Junction Plaza. All Bidders are required to attend. All proposals are due by 12:00 PM, on XX.XX.22 in electronic format and should be emailed to Chris McConnell at cmcconnell@westfield.in.gov. Any proposal received at the designated location after the required time and date specified for receipt shall be considered late and non-responsive. Any late proposals will not be evaluated for award.

SCHEDULE OF EVENTS

Event	Date
1. RFP Distribution to Vendors	XX.XX.22
2. Written Confirmation of Vendors with Bid Intention	XX.XX.22
3. Mandatory Pre-Bid Meeting and Café Tour @ 3:00pm	XX.XX.22
4. Questions from Vendors emailed to Chris McConnell about scope or approach due	XX.XX.22
5. Responses to Vendors about scope or approach due	XX.XX.22
6. Proposal Due Date	XX.XX.22
7. Anticipated decision and selection of Vendor(s)	XX.XX.22
8. Anticipated commencement date of agreement	XX.XX.22

GUIDELINES FOR PROPOSAL PREPARATION

PROPOSAL SUBMISSION

Award of the contract resulting from this RFP will be based upon the most responsive Proposer(s) whose offer will be the most advantageous to the **RDC** in terms of cost, quality, process enhancement and other factors as specified elsewhere in this RFP.

General Conditions:

- > This RFP does not bind in any way nor represent a contractual commitment on the part of the **City** or the suppliers participating in this RFP.
- > Acceptance of a proposal does not commit the **City** to award a contract to any Proposer, even if all requirements stated in this RFP are not met, nor does it limit our right to negotiate in the best interest of the **City**. We reserve the right to contract with a Proposer based upon a range of criteria, including, but not limited to price.

Right of Rejection Waiver:

- > Any proposal submissions which do not strictly comply with the provisions, procedures, and requirements of this RFP, or are incomplete, ambiguous, or which errors, alternates, misleading information, omissions, or irregularities of any kind, may be rejected and disqualified at the discretion of the **City**.
- > We reserve the right to discussions and/or negotiations with one or more qualified Proposers at the same time, if such action is in the best interest of the **City**. The **City** further reserves the right to decline or purchase one or all services in this RFP from one or from multiple Proposers.
- > Failure to answer any question in this RFP may subject the proposal to disqualification or rejection. The **City** in its sole discretion, reserves the right to waive any failure by a supplier to meet qualifications and requirements as specified in this RFP.

Right of Withdrawal:

- > We reserve the right to cancel this RFP in whole or in part at any time prior to selecting a vendor(s), for any reason, or no reason, without liability being incurred by the **City** to any supplier for any expenses, costs, losses or damages incurred or suffered by the supplier as a result of such withdrawal.

Cost of Proposals:

- > All expenses, costs, losses, or damages incurred in the preparation, delivery or presentation of proposals and related documentation in response to this RFP shall be borne by the supplier.

Proposals shall be submitted in several parts as set forth below. The Proposers will confine its submission to those matters sufficient to define its proposal, and to provide an adequate basis for the review of the proposal.

In order to address the needs of this procurement, Proposers can work cooperatively with other Proposers in presenting integrated solutions. Supplier team arrangements may be desirable to enable the companies involved to complement each other's unique capabilities, while offering the best combination of performance, and delivery. The **City** will recognize the integrity and validity of Proposer team arrangements provided that:

- 1) The arrangements are identified and relationships are fully disclosed, **and**
- 2) The Primary Proposer is fully responsible for all contract performance.

Proposers are encouraged to submit voluntary alternates. Additionally, all proposals should include; product and services details and past performance of the products and services being offered.

Proposals in response to this RFP will be incorporated into the final agreement between the **City** and the selected Supplier. The submitted proposals are suggested to include each of the following sections:

Executive Summary

This section will present a high-level synopsis of the Supplier's responses to the RFP. The Executive Summary should be a brief overview of the engagement, and should identify the main features and benefits of the proposed offering. Additionally, this section will include;

- The firm's profile
- Experience and capabilities
- Qualifications and certifications of key personnel

SCOPE, APPROACH, AND METHODOLOGY

This section will act as a guideline to the Scope of Services (SOS). All information and technical approaches that you provide will be considered as part of the evaluation of the proposal.

SECTION A: SCOPE OF SERVICES

A.1 General Information

A.1.1 Provide daily operations of the Café Building within Grand Junction Plaza, offering a unique menu of refreshments during business hours.

A.1.2 Maintain the cleanliness of the common area of the Café building and the outdoor seating area within the Plaza to a level consistent with the Grand Junction Staff's standard of care, making sure all tables are cleared and cleaned in a timely manner.

A.1.3 Provide all need supplies, equipment, etc. to meet operational goals and maintain these items in safe functioning condition.

A.1.4 Provide the ability to assist Grand Junction Staff in the operations of the Plaza's skating operations during the winter season.

A.1.5 Maintain and operate all beverage prep and service areas in accordance with the Hamilton County Department of Health food service standards.

A.1.6 Will work with the Grand Junction Staff to determine how best to operate during special events, concerts, markets, etc....

A.1.7 Will set a minimum daily hour of operations as follows

Monday thru Sunday 8am-8pm, 365 days a year

A.1.8 Report to Grand Junction Staff any and all building maintenance issues and work with them to make sure these issues are resolved in a timely manner

A.1.9 Will open for operations no later than **May 27, 2022**

A.1.10 Operations will NOT result in ANY exterior modifications to the Café Building

A.1.11 Propose how your operations will provide revenue to the **City** and include specific details associated with the **City's** compensation for the use of the Café facility.

A.1.12 Vendor shall purchase and maintain the following insurance, with the following limits, in connection with any claims that may arise out of or result from Vendor's operations, whether performed by Vendor or anyone for whose acts Vendor may be liable:

Worker's Compensation	Required.
Employer's Liability	\$2,000,000 each accident, \$2,000,000 disease each employee, and \$2,000,000 disease policy limits.

Commercial General Liability (CG0001) , including Personal Injury, Premises Operations, Completed Operations and Products coverages (for a minimum period of two (2) years after substantial completion), including (1) explosion, collapse or underground property damage hazards, and (2) damages or injury arising from defective work, including costs to repair or replace damaged work. (The Commercial General Liability Insurance may be arranged under a single policy for the full limits required or by a combination of underlying policies with the balance provided by an Excess or Umbrella Liability Policy).	\$5,000,000 Per Occurrence and \$5,000,000 General Aggregate.
Commercial Automobile Liability , including Owned, Non-Owned and Hired Car coverages.	\$5,000,000 Combined Single Limit for Bodily Injury and Property Damage.

SECTION B: TERM and PERFORMANCE

B.1 Term of Contract

The base term of the contract shall be for the period April 27, 2022 through December 31, 2025.

B.2 Performance

B.2.1 All contracted activities will be reviewed on a periodic basis to ensure minimum standards of professional workmanship.

B.2.2 All equipment used by the successful proposer shall be in good operating condition and be made available for inspection by **City** officials as required.

B.2.3 All repairs to equipment associated with successful proposer's operation are to be made at the expense of the successful proposer.

B.2.4 All of the contracted services will be under the supervision of **City** staff in regards to operational procedures.

B.2.5 All repairs to the Café building and any/all equipment associated with the operation of the Café building shall be the responsibility of the **City** to maintain, repair, and/or replace

SECTION C: INSTRUCTIONS, CONDITIONS AND NOTICES TO PROPOSERS

C.1 Addenda to the RFP

During the period provided for preparation of Proposals, the **City** may issue written addenda to this RFP. These addenda will be numbered consecutively and will be distributed to all who have confirmed with the **City** their intent to propose to this RFP. These addenda will be issued by, or on behalf of the **City** and will constitute a part of this RFP. Each Proposer is required to acknowledge receipt of all addenda at the time of submission of its Proposal by listing the addenda in the executed Proposal Transmittal Letter. All responses to this RFP shall be prepared with full consideration of the addenda issued prior to the Proposal Submission Date.

C.2 Non-Collusion Affidavit

Each Proposer must certify that it has not participated in collusion or other anticompetitive practices in connection with the RFP process by executing and returning with its Proposal a Non-Collusion Affidavit.

C.3 Communications

C.3.1 All questions must be submitted no later than the date specified in the Schedule. At its discretion, The City may or may not answer the specific questions asked. Questions deemed appropriate for response will be distributed, along with their respective responses, to all Proposers, and the questioning Proposer will not be identified. Proposers shall not direct questions to other parties involved in this procurement process, which includes City staff, City Council members, and City Advisors.

C.3.2 No oral interpretation, instruction, or information concerning this RFP given by any employee or agent of the **City** shall be binding on the **City**. Proposers who submit a Proposal in reliance on any such oral information risk having their response to this RFP deemed non-responsive by the **City**. Only written responses by addendum to this RFP which will be sent to all recipients of this RFP should be considered by the Proposers. No questions or requests for additional information will be accepted after the date set forth in the Schedule.

C.3.3 Violation of the protocol described herein may be grounds for immediate disqualification of the Proposer from the procurement process

C.4 Personal Investigation

C.4.1 Proposers to this RFP shall satisfy themselves through personal investigation and by such other means as may be deemed necessary, concerning the conditions which may affect delivery of the final Proposal.

C.4.2 Proposers are strongly encouraged to make all inspections and review all available and relevant data and information prior to the submittal of Proposals, which are necessary in their judgment to undertake this responsibility.